

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT**

Issuing Office  
**Stillwater Field Office**

Serial Number  
**NVN 085215**

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe) \_\_\_\_\_

2. Nature of Interest:

- a. By this instrument, the holder **Luning Solar Energy, LLC; 6155 Plumas St. #185; Reno, NV 89519** receives a right to construct, operate, maintain, and terminate a **solar facility with related structures and power line** on public lands (or Federal land for MLA Rights-of-Way) described as follows:

**Mount Diablo Meridian**

**T. 8 N., R. 34 E.,  
sec. 15, S½SW¼;  
sec. 16, S½S½;  
sec. 21, N½N½;  
sec. 22, N½N½;  
sec. 23, NW¼, NE¼SW¼, N½SE¼.**

- b. The right-of-way or permit area granted herein is **n/a** feet wide, **n/a** feet long and contains **n/a** acres, more or less. If a site type facility, the facility contains **575.0** acres.
- c. This instrument shall terminate on **December 31, 2039**, **n/a** years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☒ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

**Please see the special stipulations, Exhibit A, attached.**

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 120 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B, dated n/a, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Edmund Benson

(Signature of Holder)

Teresa J. Kristson

(Signature of Authorized Officer)

MANAGER

(Title)

Manager, Stillwater Field Office

(Title)

June 21, 2010

(Date)

07/15/2010

(Effective Date of Grant)

Grant NVN 085215 Exhibit A  
Special Stipulations

- a. The grant is subject to all valid rights existing on the effective date of the grant.
- b. For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental, which includes both base rent and a megawatt capacity fee, as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and as far as practicable and feasible, in accordance with comparable commercial practices. The rental provisions of this authorization may also be modified consistent with the provisions of any regulatory changes or pursuant to the provisions of any new or revised statutory authorities.
- c. The holder shall submit plans of development for each phase that describe in detail the construction, operation, maintenance, and termination of the right-of-way (ROW) and its associated improvements and/or facilities. The degree and scope of these plans will vary depending upon (1) the complexity of the ROW or its associated improvement and/or facilities, (2) the anticipated conflicts that require mitigation, and (3) additional technical information required by the authorized officer. The plans will be approved by the authorized officer. An approved plan of development (POD) shall be made a part of the ROW grant.
- d. The holder shall not initiate any construction or other surface disturbing activities on the ROW without the prior written authorization of the authorized officer. Such authorization shall be a written notice to proceed issued by the authorized officer. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.
- e. The holder shall contact the authorized officer at least 60 days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the ROW. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the ROW, shall also attend this conference to review the stipulations of the grant including the plans of development.
- f. If construction of solar energy facilities has not commenced within three years after the effective date of the grant or consistent with the timeframe of an approved POD, the ROW holder shall provide the BLM good cause as to the nature of any delay, evidence of progress toward beginning construction, and the anticipated date of start-up operations. Failure of the holder to comply with the due diligence provisions of the solar energy development ROW grant provides the authorized officer the authority to terminate the authorization (43 CFR 2807.17).
- g. The authorized officer may suspend or terminate in whole or in part any notice to proceed which has been issued when, in their judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
- h. In case of change of address, the holder shall immediately notify the authorized officer.

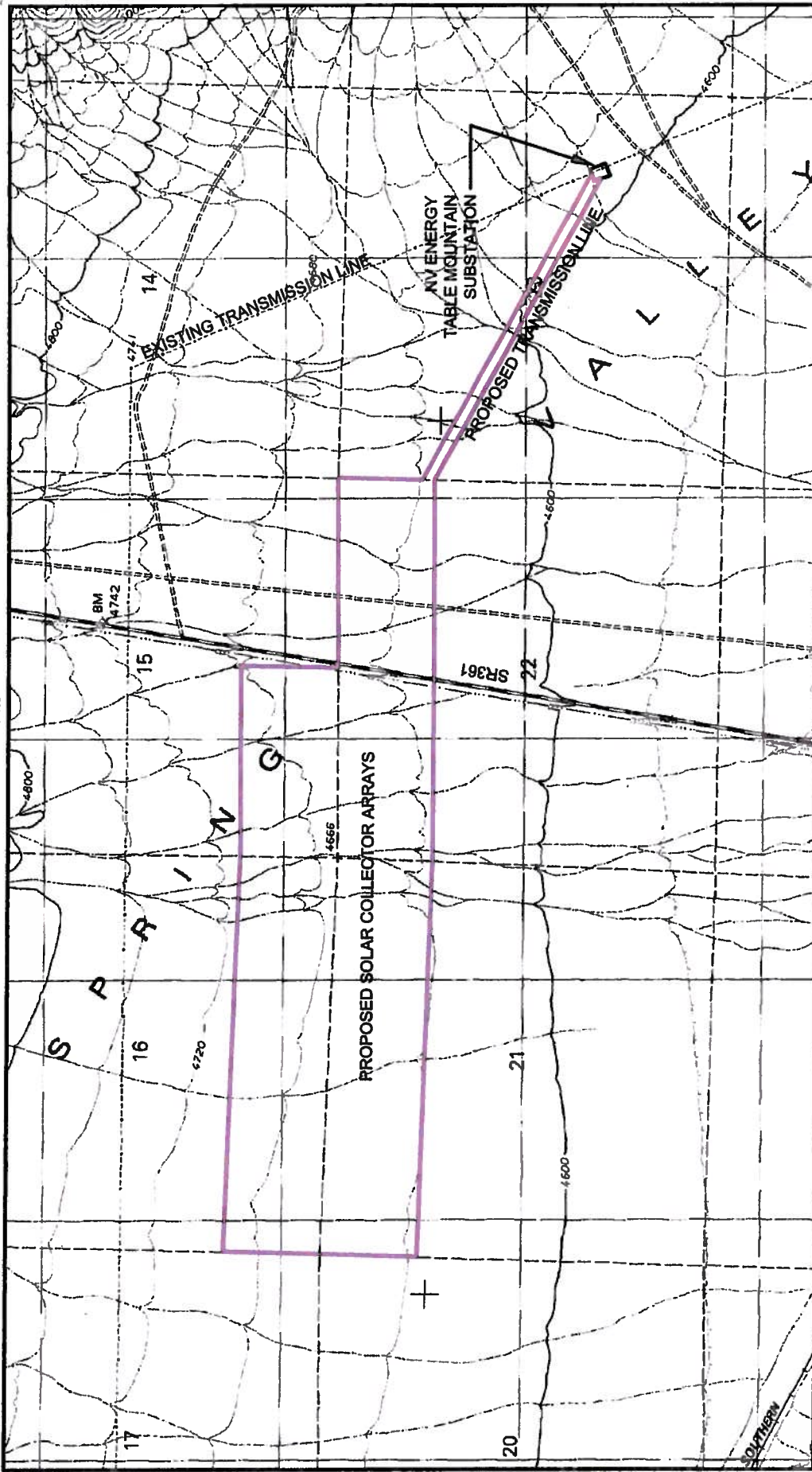
- i. Any cultural (historic or prehistoric site or object) or paleontological resources or Native American human remains, funerary items, sacred objects, or objects of cultural patrimony discovered by the holder, or any person working on their behalf, during the course of activities on federal land shall be immediately reported to the authorized officer by telephone, followed by written confirmation. The holder shall suspend all operations in the immediate area of such discovery and protect it until an evaluation of the discovery can be made by the authorized officer.

For cultural resources other than Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow the activities to proceed. The holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the holder. Operations may resume only upon written authorization to proceed from the authorized officer.

For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony the holder must stop activities in the immediate vicinity of the discovery and protect it from activities for 30 days or until notified to proceed by the authorized officer. The holder is responsible for the cost of consultation, evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the holder.

- j. Construction sites shall be maintained in a sanitary condition at all times; waste material at those sites shall be disposed of promptly at an appropriate waste disposal site.
- k. The holder shall maintain the ROW in a safe, usable condition, as directed by the authorized officer.
- l. The holder shall be responsible for continued noxious weed control within the limits of the ROW in consultation with the BLM or the appropriate local authority.
- m. In the event that the public land underlying the ROW encompassed in this grant, or portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the ROW, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations in Title 43 CFR parts 2800 and 2880, as well as any rights to have the holder apply to the BLM for amendments, modifications, or assignments and for the BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the ROW, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW holder.
- n. Six months prior to termination of the grant, the holder shall contact the authorized officer to arrange a joint inspection of the ROW. This inspection will be held to agree to an acceptable termination and rehabilitation plan. This plan shall include but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.

R34E



BASE IMAGE: USGS DRGs  
PROJECT BOUNDARY

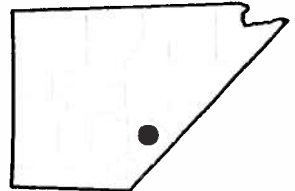


# LUNING SOLAR ENERGY, LLC ENVIRONMENTAL ASSESSMENT

FIGURE 2  
TOPOGRAPHIC MAP

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

BLM Carson City Field Office      DATE DRAWN: 04-02-09



NVN 085215

EXHIBIT B